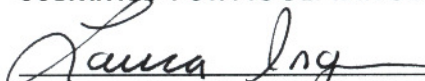


STATE OF NEW HAMPSHIRE
BUREAU OF PURCHASE AND PROPERTY
STATE HOUSE ANNEX - ROOM 102
25 CAPITOL ST
CONCORD NH 03301-6398

DATE: 10/20/16
CONTRACT #: 8002091
CONTRACT FOR: Drug & Alcohol Testing Services
NIGP CODE: 950-0700
CONTRACTOR: Reliance Testing Inc., DBA – Arcpoint Labs VENDOR CODE #: 230980

SUBMITTED FOR ACCEPTANCE BY:



LAURA INGRAM, PURCHASING AGENT
BUREAU OF PURCHASE AND PROPERTY

DATE 10/20/16

ENDORSED FOR ACCEPTANCE BY:



LISA M. POLLARD, DIRECTOR
DIVISION OF PROCUREMENT & SUPPORT SERVICES

DATE 10-27-16

ACCEPTED FOR THE STATE OF NEW HAMPSHIRE UNDER THE AUTHORITY GRANTED TO ME BY NEW
HAMPSHIRE REVISED STATUTES, ANNOTATED 21-I:14, XII.



VICKI QUIRAM, COMMISSIONER
DEPARTMENT OF ADMINISTRATIVE SERVICES

DATE 10-28-16

NOTE: This contract is in result of NH Bid 1915-17 for Specimen Collection, testing & medical review services. The last year's contract pricing is attached. If approved, this contract will be in effect upon approval through 10/31/19. I have verified the Excluded Parties list.

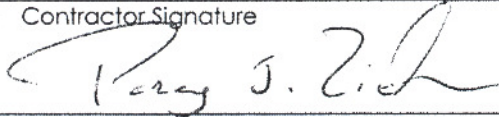
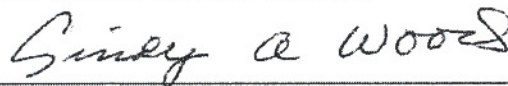

Subject: Multi-Agency Specimen Collection, Testing & Medical Review Officer Services

Notice: This agreement and all of its attachments shall become public upon approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

The State of New Hampshire and the Contractor hereby mutually agree as follows:

GENERAL PROVISIONS**1. IDENTIFICATION.**

1.1 State Agency Name State of New Hampshire Administrative Services		1.2 State Agency Address State House Annex, Room 102 25 Capitol Street Concord, NH 03301	
1.3 Contractor Name Reliance Testing, Inc. D.B.A. - Arcpoint Labs		1.4 Contractor Address 71 Spit Brook Rd., Suite 109 Nashua NH 03060	
1.5 Contractor Phone Number 603-546-6435	1.6 Account Number	1.7 Completion Date 10/31/2019	1.8 Price Limitation \$219,600
1.9 Contracting Officer for State Agency Laura Ingram, Purchasing Agent		1.10 State Agency Telephone Number 603-271-2009	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory PERRY J. ZIEHM - COO/OWNER	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>HILLSBOROUGH</u> On <u>OCT 18, 2016</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace  [Seal]		<div style="border: 1px solid black; padding: 5px; display: inline-block;"> CINDY A WOODS Notary Public, State of New Hampshire My Commission Expires Oct. 7, 2020 </div> <div style="margin-left: 20px;">10/19/16</div>	
1.13.2 Name and Title of Notary or Justice of the Peace <u>CINDY A WOODS</u>			
1.14 State Agency Signature  Date: <u>10/28/16</u>		1.15 Name and Title of State Agency Signatory Vicki V. Guiram, Commissioner <u>JOSEPH BOUCHIARD, Asst. Comm.</u>	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By: _____ On: _____			
1.18 Approval by the Governor and Executive Council (if applicable) By: _____ On: _____			

2. EMPLOYMENT OF CONTRACTOR/SERVICES TO BE PERFORMED. The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT A which is incorporated herein by reference ("Services").

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.18, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.14 ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT. Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.

6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. In addition, the Contractor shall comply with all applicable copyright laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or

corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.

7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

8. EVENT OF DEFAULT/REMEDIES.

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

8.1.1 failure to perform the Services satisfactorily or on schedule;

8.1.2 failure to submit any report required hereunder; and/or

8.1.3 failure to perform any other covenant, term or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;

8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9. DATA/ACCESS/CONFIDENTIALITY/ PRESERVATION.

9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

9.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

9.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

10. TERMINATION. In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT A.

11. CONTRACTOR'S RELATION TO THE STATE. In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS. The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice and consent of the State. None of the Services shall be subcontracted by the Contractor without the prior written notice and consent of the State.

13. INDEMNIFICATION. The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate ; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than thirty (30) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) days prior written notice of cancellation or modification of the policy.

15. WORKERS' COMPENSATION.

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("Workers' Compensation").

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. WAIVER OF BREACH. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

17. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

18. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no such approval is required under the circumstances pursuant to State law, rule or policy.

19. CONSTRUCTION OF AGREEMENT AND TERMS. This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

20. THIRD PARTIES. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

21. HEADINGS. The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

22. SPECIAL PROVISIONS. Additional provisions set forth in the attached EXHIBIT C are incorporated herein by reference.

23. SEVERABILITY. In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

24. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Agreement and understanding between the parties, and supersedes all prior Agreements and understandings relating hereto.

EXHIBIT A**PURPOSE**

Reliance Testing, Inc. D.B.A. – Arcpoint Labs, (hereinafter referred to as the "Contractor") hereby agrees to provide the State of New Hampshire (hereinafter referred to as the "State"), Department of Administrative Services, for Multi-Agency Specimen Collection, Testing & Medical Review Officer Services in accordance with the bid submission in response to State Bid # 1915-17 and described herein.

TERM

This contract shall commence on the date approved by the Commissioner of Administrative Services, and terminates on October 31, 2019.

The State of New Hampshire has the right to terminate the contract at any time by giving the Contractor thirty (30) days advance written notice.

DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION LOWER TIER COVERED TRANSACTIONS

The Contractor certifies, by submission of this contract, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal Department or Agency.

CONFIDENTIALITY & CRIMINAL RECORD

If requested by the using agency, the Contractor and their employees, and Sub-Contractors (if any), shall be required to sign and submit a Confidential Nature of Department Records Form and a Criminal Authorization Records Form. These forms shall be submitted to the individual using agency prior to the start of any work.

INSURANCE

Certificate of insurance amounts must be met and maintained throughout the term of the contract and any extensions as per the P-37, section 14 (as modified in Exhibit C) and cannot be cancelled or modified until the State receives a 10 day prior written notice.

Specimen Collection and Drug Testing/Laboratory/Medical Review Officer Services

- Establish **multiple** collection sites throughout the State capable of handling all required tests, including alcohol screening when required. Employee travel time is important. At a minimum, one collection site must be available 24 hours per day, 7 days per week in close proximity to the cities of **Manchester, Keene, Laconia, Lebanon, Lancaster, Littleton, Portsmouth and Concord.**
- Statewide mobile testing may also be required under certain special circumstances.
- Implement the collection process, including total number of collected samples to conform with all applicable laws, regulating orders and statutes of federal, state or municipal requirements for urinalysis drug testing and where applicable, alcohol screening.
- Provide a sufficient quantity of chain of custody forms for use by the State's employees.
- Establish testing by a US DHHS or NLCP certified laboratory using proper chain-of-custody procedures.
- Employ the services of a Medical Review Officer ("MRO"), who shall be a Medical Doctor (as defined by federal DOT regulations). To be qualified to act as an MRO, the MRO must be knowledgeable of substance abuse disorders, with the appropriate medical training to interpret and evaluate a positive test result together with the medical history and any other relevant biomedical information of the donor.
- Have capability to conduct a minimum of fifty (50) Federal DOT drug tests for affected employees per month from the following categories:
- Pre-Employment

- Random
- Reasonable suspicion
- Post-accident / Incident return to duty (following DOT violation)
- Quality Control
- Have capability to conduct a minimum of ten (10), non-US DOT / FMSCA drug tests for affected employees per month from the following categories:
 - Pre-Employment
 - Random
 - Reasonable suspicion/cause
 - Post-accident / Incident
 - Reasonable suspicion
 - Return to work (following rehabilitation)
 - Quality Control
- Conduct urinalysis drug testing for the following: (may be superseded by USDOT regulations at any time)
 - Marijuana metabolites
 - Cocaine metabolites
 - Amphetamines (amphetamine and methamphetamine)
 - Opiates metabolites
 - Phencyclidine (PCP)
 - Adulterating substances
- Conduct urinalysis drug testing for the following , non-US DOT / non-FMSCA:

Panel Option #1 (NON-DOT 5 panel – DOT equivalent)

- Marijuana metabolites
- Cocaine metabolites
- Amphetamines (amphetamine and methamphetamine)
- Opiates
- Phencyclidine
- Adulterating Substances

Panel Option #2 (5 panel with expanded opiates)

- Marijuana metabolites
- Cocaine metabolites
- Amphetamines (amphetamine and methamphetamine)
- Opiates metabolites
- Phencyclidine (PCP)
- Expanded Opiates
- Adulterating substances

Panel Option #3 (10 panel with expanded opiates)

- Marijuana metabolites
- Cocaine metabolites
- Amphetamines Opiate metabolites
- Phencyclidine (PCP)
- Barbiturates
- Benzodiazepines

- Methadone
 - Propoxyphene
 - Methaqualone
 - Expanded Opiates
 - Adulterating Substances
- Have the capability to conduct alcohol screening tests for minimum of ten (10) affected employees per month from the following Categories:
 - Random
 - Post-accident / Incident
 - Reasonable suspicion
 - Return to duty (following rehabilitation)
 - Return to duty (follow-up testing)
 - Have the capability to conduct alcohol screening tests for a minimum of five (5) affected employees that are not regulated through the Federal DOT regulations per month from the following categories:
 - Random
 - Post-accident / Incident
 - Reasonable suspicion
 - Return to duty (following rehabilitation)
 - Return to duty (follow-up testing)

CDL / Pre-employment Physicals

1. Establish **multiple** collection sites throughout the State capable of providing CDL and Pre-Employment physicals. At a minimum, the service shall be provided during normal business hours and shall be scheduled within 3 working days of the request.
2. A minimum of 2 Sites shall be established per District.
3. Ability to bill individuals for CDL Pre-employment Physical testing at the contracted rate.

Random Database (Segregate by Agency)

1. Using a computer based random number generation program, provide the data and list of employees that are subject to the Federal DOT drug testing requirements for monthly drug and alcohol random tests. The employee test identification number shall be the agency number, social security number, Employee Name. Testing will be on an annualized random basis for 50 percent of all affected employees in safety sensitive positions for drugs and 10 percent for alcohol or as currently prescribed by US DOT regulations.
2. Maintain, in coordination with the utilizing state agencies, a current updated database of all safety-sensitive employees. Database to include at least the following information on each employee: Name; social security number and agency, district, or bureau number.
3. Using a computer based random number generation program, provide the data and list of employees that are not subject to the Federal DOT drug testing requirements, (non-US DOT / FMSCA) for monthly drug and alcohol random tests. The employee test identification number shall be the agency number and employee identification number. Testing will be on an annualized random basis for 50 percent of all affected employees in safety sensitive positions for drugs and 10 percent for alcohol or as currently prescribed by USDOT regulations.
4. Maintain, in coordination with the State of NH and other qualified state agencies, a current updated database of all safety-sensitive employees. Database to include at least the following information

on each employee: Name; or employee identification number; and agency, district, or bureau number.

Record Keeping, Reporting and Certification

1. All records of the test program, which may be stored at the Contractor's test facility, will be the property of the State of New Hampshire or other qualified state agencies.
2. The Contractor shall maintain records concerning the collection process and test results for at least 5 years for positive test and at least 1 year for a negative test.
3. Assure that all urine specimens are retained by the drug- testing laboratory for a minimum of one year or as currently prescribed by USDOT regulations.
4. The Contractor shall assure all positive test results are forwarded directly to the MRO for disposition to the Department or other qualified state agencies; the employee, if positive; and the Employee Assistance Program (EAP), if required.
5. The Contractor shall provide the Department or qualified state agencies with a monthly summary of all tests conducted, the results of such tests, an annual summary report, and any other reports or documentation necessary for compliance with Federal law.

The agreement with the Contractor will be amended to include any additional requirements of the Omnibus Transportation Employee Testing Act of 1991 and all current applicable Federal regulations.

Any deviation in work hours shall be pre-approved by the Contracting Officer. No premium charges will be paid for any off-hour work. The Contractor shall not commence work until a conference is held with each agency, at which representatives of the Contractor and the State are present. The conference will be arranged by the requesting agency (State).

The State shall require correction of defective work or damages to any part of a building or its appurtenances when caused by the Contractor's employees, equipment or supplies. The Contractor shall replace in satisfactory condition all defective work and damages rendered thereby or any other damages incurred. Upon failure of the Contractor to proceed promptly with the necessary corrections, the State may withhold any amount necessary to correct all defective work or damages from payments to the Contractor.

The work staff shall consist of qualified persons completely familiar with the products and equipment they shall use. The Contracting Officer may require the Contractor to dismiss from the work such employees as deems incompetent, careless, insubordinate, or otherwise objectionable, or whose continued employment on the work is deemed to be contrary to the public interest or inconsistent with the best interest of security and the State.

While on State property, employees shall be subject to the control of the State, but under no circumstances shall such persons be deemed to be employees of the State.

All personnel shall observe all regulations or special restrictions in effect at the State Agency. The Contractor's personnel shall be allowed only in areas where services are being performed. The use of State telephones is prohibited.

ELIGIBLE PARTICIPANTS:

Political sub-divisions (counties, cities, towns, school districts, special district or precinct, or any other governmental organization), or any nonprofit agency under the provisions of section 501c of the federal internal revenue code, are eligible to participate under this contract whenever said sub-division or nonprofit agency so desires. These entities are autonomous and may participate at their sole discretion. In doing so, they are entitled to the prices established under the contract. However, they are solely responsible for their association with the successful Contractor. The State of New Hampshire assumes no liability between the successful Contractor and any of these entities.

EXHIBIT B

CONTRACT PRICE

The Contractor hereby agrees to provide Multi-Agency Specimen Collection, Testing & Medical Review Officer Services in complete compliance with the terms and conditions specified in Exhibit A for an amount up to and not to exceed price of \$219,600; this figure shall not be considered a guaranteed or minimum figure, however it shall be considered a maximum figure from the effective date of through the expiration date set as October 31, 2019.

	FY 17	FY 18	FY 19	FY 20
	11/01/16 - 06/30/2017	07/01/2017 - 06/30/2018	07/01/2018 - 06/30/2019	07/01/2019 - 10/31/2019
Itemized cost for drug testing collection kit. And chain of custody form (ea.)	NC	NC	NC	NC
Drug Test - Lab analysis. INCLUDES collection Services/Medical Review Officer Evaluations	\$ 47.00	\$ 47.00	\$ 47.00	\$ 47.00
Alcohol Test - Breathalyzer (Screening & confirmation test)	\$ 45.00	\$ 45.00	\$ 45.00	\$ 45.00
Quality Control Samples	NC	NC	NC	NC
Additional cost for Mobile On-site Laboratory	\$ 215.00	\$ 215.00	\$ 215.00	\$ 215.00

Litigation assistance Fees:	\$150
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EXHIBIT C

SPECIAL PROVISIONS

No special Provisions



**RELIANCE TESTING, INC.
d.b.a ARCpoint Labs**

**MEETING OF THE BOARD OF DIRECTORS
BY WRITTEN CONSENT**

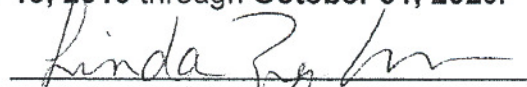
We, the undersigned, being all the directors of **RELIANCE TESTING, INC.**
d.b.a. **ARCpoint Labs** hereby consent in writing to the following action:


VOTED: This written consent shall take the place of the meeting of the
directors and shall constitute a written waiver of notice thereof.

FURTHER

VOTED: From **September 30, 2016** to Present, **Perry Ziehm, COO/Owner**
of **Reliance Testing, Inc. d.b.a. ARCpoint Labs** is hereby
authorized to execute, submit, deliver and amend, on behalf of
Reliance Testing, Inc. d.b.a. ARCpoint Labs any and all
documents or contracts in connection with providing **Drug and**
Alcohol Testing Services for the State of New Hampshire's
Department of Administrative Services.

Intended Effective Dates applied **October 19, 2016** through **October 31, 2020**.

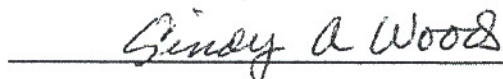


Director's Name


Director's Name

Acknowledgement: State of **New Hampshire**, County of **Hillsborough** on
October 19, 2016, before the undersigned officer, personally appeared the person
identified as **Perry Ziehm** in the block above, or satisfactorily proven to be the person
whose name is signed as "Contractor Signature" in the block above, and acknowledged
that she/he executed this document in the capacity indicated in the block above as
COO/ Owner

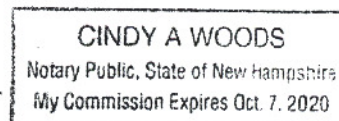
Signature of Notary Public/Justice of Peace



[Seal]

Name & Title of Notary Public/Justice of Peace

CINDY A WOODS





CERTIFICATE OF VOTE

From **October 19, 2016**, Perry Ziehm, **Clerk/Secretary** of **RELIANCE TESTING, INC. d.b.a. ARCpoint Labs** is hereby authorized to execute, submit, deliver and amend, on behalf **RELIANCE TESTING, INC. d.b.a. ARCpoint Labs** any and all documents or contracts in accordance with **Bid 1915-17 or Drug and Alcohol Testing Services**.

Acknowledgement: State of New Hampshire, County of Hillsborough on October 19, 2016, before the undersigned officer, personally appeared the person identified as **Perry Ziehm** in the block above, or satisfactorily proven to be the person whose name is signed as "Contractor Signature" in the block above, and acknowledged that she/he executed this document in the capacity indicated in the block above as **COO/ Owner**

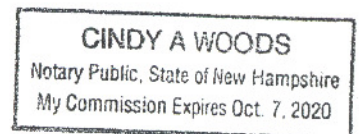
Signature of Notary Public/Justice of Peace

Cindy A Woods 10/19/16

[Seal]

Name & Title of Notary Public/Justice of Peace

CINDY A WOODS





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/18/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Insurance Marketing Agencies, Inc. 306 Main Street Worcester MA 01608		CONTACT NAME: Anca Mendelson PHONE (A/C, No, Ext): 508-471-1197 FAX (A/C, No): 508-471-1897 E-MAIL ADDRESS: amm@imaagency.com	
INSURED Reliance Testing, Inc. D/B/A ARCpoint Labs of Merrimack 71 Spit Brook Road Nashua NH 03060		INSURER(S) AFFORDING COVERAGE INSURER A: Peerless Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	
RELIAS		NAIC # 24198	

COVERAGES

CERTIFICATE NUMBER: 1634693119

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:			BOP1008106	11/1/2015	11/1/2016	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$50,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
A	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			BA1008108	11/1/2015	11/1/2016	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$10,000			CU8881022	11/1/2015	11/1/2016	EACH OCCURRENCE \$1,000,000 AGGREGATE \$1,000,000 \$
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N <input checked="" type="checkbox"/> N N/A			WC1008107	11/1/2015	11/1/2016	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$500,000 E.L. DISEASE - EA EMPLOYEE \$500,000 E.L. DISEASE - POLICY LIMIT \$500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Medical Lab Situated: 71 Spit Brook Road, Nashua, NH 03060

CERTIFICATE HOLDER

CANCELLATION

State of New Hampshire Department of Administrative Services Division of Procurement and Support Services Bureau of Purchase & Property 25 Capitol Street, room 102 Concord NH 03301	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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NEW HAMPSHIRE
Corporation Division

Search
By Business Name
By Business ID
By Registered Agent
Annual Report
File Online
Guidelines
Name Availability
Name Appeal Process

Date: 10/20/2016
(Annual Report History, View Images, etc.)

Filed Documents**Business Name History**

Name	Name Type
Reliance Testing, Inc.	Legal

Corporation - Domestic - Information

Business ID:	648308
Status:	Good Standing
Entity Creation Date:	4/21/2011
Principal Office Address:	71 Spit Brook Rd, Suite 109 Nashua NH 03060
Principal Mailing Address:	No Address
Last Annual Report Filed Date:	3/26/2016 10:13:14 AM
Last Annual Report Filed:	2016

Registered Agent

Agent Name:	Ziehm, Perry
Office Address:	30 Parker Dr Merrimack NH 03054

Mailing Address:

Important Note: The status reflected for each entity on this website only refers to the status of the entity's filing requirements with this office. It does not necessarily reflect the disciplinary status of the entity with any state agency. Requests for disciplinary information should be directed to agencies with licensing or other regulatory authority over the entity.

